

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI**

Eastern Division

PENNYMAC LOAN SERVICES, LLC,

Plaintiff,

-vs-

INNOVATED HOLDINGS, INC. dba
SITCOMM ARBITRATION ASSOCIATION;
MARK MOFFETT; SANDRA GOULETTE;
RONNIE KAHAPPEA; MARK JOHNSON, KIRK
GIBBS; BRETT “EEON” JONES aka EEON aka
BRETT JONES aka BRETT TORIANO
JONESTHEOPHILIOUS aka BRETT
RANDOFF TORIANO KEEFFE HENRY KANA-
SHAPHEL HITHRAPPEES JONES-THEOPHILUS
fka KEEFE BRANCH; and RANCE MAGEE,
Defendants.

CIVIL ACTION

Case No: 2:19-cv-00193-TBM- MTP

**PLAINTIFF PENNYMAC LOAN
SERVICES, LLC’S MOTION FOR
DEFAULT JUDGMENT, OR IN THE
ALTERNATIVE, SUMMARY
JUDGMENT ON ITS THIRD,
FOURTH, FIFTH, SIXTH, AND
SEVENTH CAUSES OF ACTION**

**PLAINTIFF PENNYMAC LOAN SERVICES, LLC’S MOTION FOR DEFAULT
JUDGMENT, OR IN THE ALTERNATIVE, SUMMARY JUDGMENT ON ITS THIRD,
FOURTH, FIFTH, SIXTH, AND SEVENTH CAUSES OF ACTION**

COMES NOW plaintiff, PennyMac Loan Services, LLC (“PennyMac”) to file its motion for default judgment and, in the alternative, summary judgment against defendants Innovated Holdings, Inc. dba Sitcomm Arbitration Association (“Sitcomm”), Mark Moffett (“Moffett”), Sandra Goulette (“Goulette”), Kirk Gibbs (“Gibbs”), Bret “Eeon” Jones aka EEON aka Brett Jones aka Brett Toriano Jonestheophilious aka Brett Randoff Toriano KEEFFE Henry Kana-Shaphel Hithrappes Jones-Theophilus fka Keefe Branch (“EeoN”), and Rance Magee (“Magee”) (collectively, “Defendants”) pursuant to Fed. R. Civ. P. 55 and 56 showing the following:

1. On December 11, 2019, PennyMac filed its original Complaint against Defendants, among others. (Dkt No. 1.) Sitcomm was served on December 23, 2019. (Dkt No. 18.) Goulette and Moffett were served on January 3, 2020. (Dkt Nos. 13 and 14.) Sitcomm, Goulette, and

Moffett did not file timely responses to the original Complaint and, accordingly, the Clerk entered defaults against them on January 31, 2020. (Dkt No. 23.)

2. The Court vacated the default against Goulette, sua sponte, deeming the document filed by Goulette at Dkt No. 35 to be her responsive pleading. (Dkt No. 52.) Gibbs filed an answer to the original Complaint on or about February 3, 2020. (Dkt No. 24.)

3. On July 17, 2020, PennyMac moved to amend the complaint to substitute “Innovated Holdings, Inc. dba Sitcomm Arbitration Association” as a defendant and add EeoN and Magee, who are officers and directors of Sitcomm. (Dkt No. 77.)

4. The Court granted Plaintiff’s motion and PennyMac filed the First Amended Complaint (the “FAC”) on August 10, 2020 and served Defendants with the FAC. (Dkt No. 83, 86-88; Metral Decl. ¶ 3.)¹

5. None of the Defendants timely responded to the FAC. (Metral Decl. ¶ 5; Dkt Nos. 89-91.) Accordingly, at PennyMac’s request, the Clerk entered defaults against Sitcomm, EeoN, and Magee on October 9, 2020. (Dkt No. 92.)

6. On October 8, 2020, PennyMac served Requests for Admission on Goulette, Moffett, Gibbs, Ronnie Kahapea (“Kahapea”), and Mark Johnson (“Johnson”). (Metral Decl. ¶¶ 6-10; Dkt No. 93.) None of these defendants responded to the Requests for Admission. (*Id.* ¶ 12.) PennyMac also served deposition notices on Defendants, but no defendant appeared except for Goulette. (*Id.* ¶ 13; Dkt No. 100.)² PennyMac has moved to compel. (Dkt Nos. 110-141.)

7. PennyMac moves for default judgment, or in the alternative, for summary judgment on PennyMac’s Third Claim for Defamation/Libel; Fourth Claim for Tortious Interference with

¹ “Metral Decl.” refers to the Declaration of Nicole Metral submitted in support of this Motion.

² PennyMac has moved to compel Defendants. (Dkt Nos. 110-141.)

Prospective Economic Advantage; Fifth Claim for Civil Conspiracy; Sixth Claim for violations of the Civil Federal Racketeer Influenced and Corrupt Organizations Act (“RICO”); and Seventh Claim for conspiracy to commit violation of Civil RICO pursuant to Fed. R. Civ. P. 55 and 56. Defendants have defaulted in responding to the FAC and defaulted in responding to PennyMac’s Requests for Admissions thereby conclusively establishing PennyMac’s entitlement to judgment.

8. PennyMac is filing concurrently herewith a memorandum of law supporting the positions outlined above and relies on the below additional documents appended hereto.³

Exhibit 1 – Note, dated April 1, 2016 for Kahapea loan	Exhibit 15 - Interrogatories, Requests for Production, and Requests for Admission to Johnson and Proof of Service
Exhibit 2 – Deed of Trust, dated April 1, 2016 for Kahapea loan	Exhibit 16 - Interrogatories, Requests for Production, and Requests for Admission to Goulette and Proof of Service
Exhibit 3 – “Conditional Acceptance” sent by Kahapea to PennyMac	Exhibit 17 - Interrogatories, Requests for Production, and Requests for Admission to Moffett and Proof of Service
Exhibit 4 – “Legal Notification” sent by Kahapea to PennyMac	Exhibit 18 - Interrogatories, Requests for Production, and Requests for Admission to Gibbs and Proof of Service
Exhibit 5 – Notice of Arbitration Hearing relating to Kahapea Arbitration	Exhibit 19 – Excerpts from Deposition of Sandra Goulette, taken on December 8, 2020 and January 20, 2021
Exhibit 6 – the Kahapea Arbitration Award	Exhibit 20 – excerpts from sworn testimony given by Moffett in the hearing to affirm and vacate arbitration award in Brown v. Ally Financial Incorporated, 2:18cv70 (S.D. Miss.)
Exhibit 7 – payoff statement for Kahapea loan	Exhibit 21 - copy of State of Wyoming Secretary of State website relating to Sitcomm
Exhibit 8 – Note, dated June 12, 2015 for Johnson loan	Exhibit 22 - a copy of Sitcomm’s 2020 Profit Corporation Annual Report filed with the Wyoming Secretary of State on May 15, 2020
Exhibit 9 – Deed of Trust, dated June 12, 2015 for Johnson loan	Exhibit 23 – a copy of Sitcomm’s website https://saalimited.com/index.html (last accessed January 21, 2021)
Exhibit 10 – “Conditional Acceptance” sent by Johnson to PennyMac	Exhibit 24 - Sample Forms retrieved from Sitcomm’s website in July 2020

³ The exhibits referenced below are authenticated by the Declaration of Nicole Metral and Declaration of Johnny Morton submitted in support of this Motion.

Exhibit 11 – Notice of Arbitration Hearing relating to Johnson Arbitration;	Exhibit 25 – Memorandum Opinion and Order, dated January 5, 2021 in Kahapea v. PennyMac Loan Services LLC et al., Case No. 2:20-cv-151 (S.D. Miss.)
Exhibit 12 – the Johnson Arbitration Award	Exhibit 26 – Memorandum Opinion and Order of Dismissal, dated May 29, 2020 in Kahapea v. PennyMac Loan Services LLC et al., Case No. 1:19-mc-00028 (D.N.M.)
Exhibit 13 – payoff statement for Johnson loan	Exhibit 27 – Memorandum Opinion and Order Awarding Attorneys’ Fees and Costs, dated May 15, 2020 in Kahapea v. PennyMac Loan Services LLC et al., Case No. 1:19-mc-00028 (D.N.M.)
Exhibit 14 - Interrogatories, Requests for Production, and Requests for Admission to Kahapea and Proof of Service	Exhibit 28 – Memorandum Opinion, dated September 8, 2020 and Minute Sheet, dated August 31, 2020 in Johnson v. PennyMac Loan Services LLC, 3:19cv837 (E.D. Va.)

9. PennyMac submits that its Motion is well-taken and requests that the Court issue judgment: (1) on the Third Cause of Action in the amount of \$139,928.71 in compensatory damages representing PennyMac’s attorneys’ fees in related actions (the “Attorneys’ Fees”) and \$1,000,000 in punitive damages; (2) on the Fourth Cause of Action in the amount of \$551,450.99 consisting of \$273,258.57 in unpaid principal, late fees, and interest through February 5, 2020, on the Kahapea Loan and \$278,192.42 in unpaid principal, late fees, and interest through February 19, 2021, on the Johnson Loan⁴; (3) on the Fifth Cause of Action in the amount of \$139,928.71 representing the Attorneys’ Fees; and (4) on the Sixth and Seventh Causes of Action in the amount \$419,786.13, representing a trebling of the Attorneys’ Fees. PennyMac also requests that if the Court grants the Motion, the Court set a schedule for PennyMac to submit a fee application to recover its attorneys’ fees and costs expended in this action.

⁴ PennyMac reserves the right to update and supplement its damages calculations with additional evidence regarding the amounts owed on the Kahapea and Johnson loans.

Dated: January 25, 2021

Respectfully submitted,

/s/ Nicole Bartz Metral

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Counsel for Plaintiff

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is **BLANK ROME LLP**, 2029 Century Park East, 6th Floor, Los Angeles, California 90067.

On **January 25, 2021**, I served the foregoing document(s):

PLAINTIFF PENNYMAC LOAN SERVICES, LLC'S MOTION FOR DEFAULT JUDGMENT, OR IN THE ALTERNATIVE, SUMMARY JUDGMENT ON ITS THIRD, FOURTH, FIFTH, SIXTH, AND SEVENTH CAUSES OF ACTION

on the interested parties in this action addressed and sent as follows:

SEE ATTACHED SERVICE LIST

- ☒ **BY ENVELOPE:** by placing ☐ the original ☒ a true copy thereof enclosed in sealed envelope(s) addressed as indicated and delivering such envelope(s):
- ☒ **BY CERTIFIED MAIL:** I caused such envelope(s) to be deposited in the mail at Los Angeles, California with postage thereon fully prepaid to the office or home of the addressee(s) as indicated. I am "readily familiar" with this firm's practice of collection and processing documents for mailing. It is deposited with the U.S. Postal Service on that same day, with postage fully prepaid, in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after the date of deposit for mailing in affidavit.
- ☒ **BY FEDEX:** I caused such envelope(s) to be deposited in a box or other facility regularly maintained by FedEx, an express service carrier, or delivered to a courier or driver authorized by said express service carrier to receive documents in an envelope designated by the said express service carrier, addressed as indicated, with delivery fees paid or provided for, to be transmitted by FedEx.
- ☒ **FEDERAL:** I declare that I am employed in the office of a member of the bar of this court at whose direction service was made.

Executed on **January 25, 2021**, at Los Angeles, California.



Charman Bee

SERVICE LIST

Pennymac Loan Services, LLC v. Sitcomm Arbitration Association, et al.;

Case No. 2:19-cv-00193-KS-MTP

BY CERTIFIED MAIL:

Ronnie Kahapea P.O. Box 875 Volcano, HI 96785	Defendant
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BY FEDEX:

Mark Johnson 451 May Lane Louisa, VA 23093	Defendant
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Kirk Gibbs 4115 Lawrenceville Rd. PMB 8119 Lilburn, GA 30047	Defendant
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Sandra Goulette 3007 Crescent Hill Drive Laurel, MS 39440	Defendant
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Mark Moffett 345 Coon Jeffcoat Road Soso, MS 39480	Defendant
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Rance Magee 11294 Rose Road Emmett, MI 48022	Defendant
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Innovated Holdings, Inc. dba Sitcomm Arbitration Association C/O Registered Agents, Inc. 30 N. Gould Street, Suite R Sheridan, WY 82801	Defendant
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Brett "Eeon" Jones 304 South Jones Boulevard Unit Eeon-1967 Las Vegas, NV 89107	Defendant
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